

## **CERTIFICATION**

I declare to the best of my knowledge and belief that the attached document is a true electronic copy of the executed collective negotiations agreement between the Burlington County Bridge Commission and the Local 194A, International Federation of Professional and Technical Engineers, AFL-CIO Part-Time Toll Department and Delanco Employees for the term beginning October 1, 2014 through September 30, 2018

Employer: Burlington County Bridge Commission

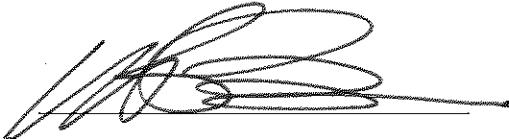
County: Burlington County

Date: June 29, 2017

Name: William R. Burns, Esq.  
Capehart & Scatchard, P.A.

Title: Labor Counsel

Signature:

A handwritten signature in black ink, appearing to read "WILLIAM R. BURNS" followed by a surname that is partially obscured or written in a stylized manner.

**AGREEMENT**

**Between**

**BURLINGTON COUNTY BRIDGE COMMISSION**

**And**

**LOCAL 194A, INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS,  
AFL-CIO**

**(Part-Time Toll Department and Delanco Employees)**

**October 1, 2014 through September 30, 2018**

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**LOCAL 194A, IFPTE, AFL/CIO  
and  
BURLINGTON COUNTY BRIDGE COMMISSION**

**Preamble**

THIS AGREEMENT entered into this \_\_\_\_ day of April, 2017, by and between the BURLINGTON COUNTY BRIDGE COMMISSION in the County of Burlington, New Jersey, hereinafter called the "Commission", and LOCAL 194A, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter called the "Association", represents the complete and final understanding on all negotiable issues between the Commission and the Association (the "Commission" and "Association" together the "Parties").

**ARTICLE 1 - Recognition**

SECTION 1. The Commission recognizes the Union as the majority representative of all part-time toll employees and employees assigned to work as Delanco Bridge Operators, with the exception/exclusion of Seasonal Employees in accordance with and pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34A-1 et seq.) as certified by the Public Employment Relations Commission (Docket No. RO-86-94) dated June 19, 1986.

SECTION 2. It is further recognized that the Burlington County Bridge Commission derives its authority and operates in conformance with N.J.S.A. 27:19-26 et seq., and the employees of the Bridge Commission are public employees under this authority and, as such, are covered under the Public Employees' Retirement System under the appropriate section of N.J.S.A. 43:15A-1 et seq.

SECTION 3. Part-time employees are defined as employees who work less than either an eight (8) hour day or five (5) day week on a regular basis and excludes all regular, full-time employees of the Commission.

**ARTICLE 2 - Intent and Purpose**

SECTION 1. It is the intent and purpose of the parties hereto, in entering into this Agreement, to maintain and promote harmonious relations and close cooperation between the Commission and its employees and to set forth herein the entire agreement to be observed by the Parties hereto covering terms and conditions of employment.

SECTION 2. The Commission and the Association agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation.

SECTION 3. The Commission and the Association agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Commission or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

## **ARTICLE 3 - Hours of Work**

SECTION 1. The Commission shall have the authority to regulate the hours of work and type of shifts affecting part-time employees.

SECTION 2. It is recognized that employees, as part-timers, have second call on work assigned with first call going to regular, full-time employees. However, part-time employees, as year 'round employees, shall have preference over college student employees, except during the period beginning May 1st and ending September 15th of each year.

SECTION 3. All part-time employees shall notify supervision, in writing, as to their availability for work and of any change in their availability for work.

SECTION 4. Except where not possible because of emergency or expediency, part-time employees will receive first offers of work prior to making such work available for college students as overtime (beyond forty (40) hours in a work week or eight (8) hours in a work day).

SECTION 5. Employees are eligible to receive overtime pay ("Overtime Pay"). Overtime Pay will be paid at 1.5 times the regular rate. For the purpose of calculating overtime pay on a daily basis, Employees will be paid Overtime Pay when he/she has worked more than eight (8) consecutive hours. Employees are also eligible to receive double time pay ("Double Time Pay") as set forth herein. Double Time Pay will be paid at 2.0 times the regular rate.

## **ARTICLE 4 - Full-Time Employment**

SECTION 1. Part-time toll collectors, along with full-time employees of the Commission, will be the first to be offered full-time positions when and if a vacancy in the full-time toll department is declared by the Commission.

SECTION 2. If a part-time employee is transferred to a full-time position, he/she shall be credited with one (1) year of seniority for every two years employed by the Commission in a part-time position.

## **ARTICLE 5 - Wages and Longevity**

### **SECTION 1.**

For Part-Time Toll Collectors and Delanco Bridge Operators: New rates of pay are set forth in Section 6 and include all negotiated adjustments, changes, and modifications.

(a) All Steps are permanently eliminated effective the 1<sup>st</sup> day of the third year of this agreement (October 1, 2016 through September 30, 2017, "Year 3" of the Contract). In Year 3 of the Contract, all employees that were hired before January 1, 2014 shall move to the last Step in the scale; all employees hired after January 1, 2014 shall move to the Step that would be effective in Year 4 of the Contract.

(b) In the 4<sup>th</sup> year of this agreement, the pay increase shall be one and three-quarters percent (1.75%) of the hourly rate (October 1, 2017 through September 30, 2018, "Year 4" of the Contract)

SECTION 2. For Year 1 and Year 2 of the contract, new employees shall advance to Step #1 of the Wage Scale pursuant to the terms of the last Contract at the end of their six (6) month probationary period and proceed along the wage scale. Effective in Year 3 of the Contract employees hired shall receive the probationary rate until they successfully complete probationary requirements and 6 months of qualified employment.

SECTION 3. The "Contract Cycle" October 1<sup>st</sup> through September 30<sup>th</sup> coincides with the fiscal year of the Commission. All employees except those on Probation receive only one increase per year on October 1<sup>st</sup>.

SECTION 4. SHIFT DIFFERENTIAL. For Year 1 of the Contract, Shift differential for shifts starting after 12:00 noon will be \$.35/hour and shift differential for shifts starting after 6:00 p.m. will be \$.50/hour. Effective with Year 2 of the Contract, applicable rates of pay were increased to include the maximum shift differential benefit. It is important to note for the avoidance of doubt and confusion the Commission and Association understand and agree that the Wage Scale has been adjusted to reflect permanent elimination of Shift Differential.

SECTION 5. LONGEVITY. For Year 1 and Year 2 of the Contract, Employees shall receive a longevity payment which shall be paid with the first pay in December of each year. To be eligible, an employee must reach the required years of service, effective his/her anniversary date, and be an employee of the Commission on the December payment date as follows:

LONGEVITY	2014-2015	2015-2016
(a) Employees with 5 to 9 years of service shall receive:	\$ 475	\$ 475
(b) Employees with 10 to 14 years of service shall receive:	\$ 575	\$ 575
(c) Employees with 15 to 19 years of service shall receive:	\$ 675	\$ 675
(d) Employees with 20 years or more of service shall receive:	\$ 725	\$ 725

(e) Longevity payments shall not be cumulative.

(f) A "year of service" for longevity purposes shall mean a calendar year of employment where the employee works a minimum of 500 hours.

Longevity shall be permanently terminated in Year 3 of the Contract. It is important to note that for the avoidance of doubt and confusion the Commission and Association understand and agree that the Wage Scale has been adjusted to reflect permanent elimination of Longevity.

**SECTION 6. RATES OF PAY.**

<b>Rates for those employees hired before January 1, 2014</b>									
<b>Tolls-PT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
2014-2015	\$20.66	\$20.81	\$20.95	\$21.10	\$21.25	\$21.41	\$21.56	\$21.72	\$21.87
2015-2016	\$20.97	\$21.12	\$21.26	\$21.42	\$21.57	\$21.73	\$21.88	\$22.05	\$22.20
2016-2017	\$21.85	\$22.01	\$22.15	\$22.31	\$22.47	\$22.62	\$22.78	\$22.95	\$23.10
2017-2018	\$22.23	\$22.39	\$22.54	\$22.70	\$22.86	\$23.02	\$23.18	\$23.35	\$23.51

<b>Rates for those employees hired after January 1, 2014 and before October 1, 2016</b>									
<b>Tolls-PT</b>	<b>Probation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	
2014-2015	\$15.73	\$16.75	\$17.76	\$18.07	\$18.37	\$18.69	\$19.00	\$19.33	
2015-2016	\$15.97	\$17.00	\$18.03	\$18.34	\$18.65	\$18.97	\$19.29	\$19.62	
2016-2017	\$16.78	\$17.82	\$18.87	\$19.18	\$19.50	\$19.82	\$20.15	\$20.48	
2017-2018	\$17.07	\$18.14	\$19.20	\$19.52	\$19.84	\$20.17	\$20.50	\$20.84	

**Delanco Bridge Operators hired on or AFTER October 1, 2014**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
2016-2017	\$22.63	\$22.63	\$23.03	\$23.42	\$23.84	\$24.26	\$24.68
2017-2018	\$23.43	\$23.43	\$23.43	\$23.83	\$24.26	\$24.69	\$25.11

<b>Rates for those employees hired after October 1, 2016</b>			
		<b>Probation</b>	<b>1</b>
Tolls-PT		\$16.93	\$17.82
Delanco		\$19.95	\$21.00

## **ARTICLE 6 - Holidays and Holiday Pay**

SECTION 1. The Commission recognizes the following Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	General Election
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	

SECTION 2. For Year 1 and Year 2 of the Contract, Holiday Pay shall be paid in accordance with the terms of the prior Contract. Effective Year 3 of the Contract, an employee who works on any Holiday shall be paid Double Time Pay for work performed.

## **ARTICLE 7 - Personal Time**

Any part-time employee who has completed probation by January 1<sup>st</sup> following the date of hire shall receive 8 hours Personal Time. Delanco Bridge Operators shall receive 8 hours Personal Time for any season following consistent employment for one full season.

## **ARTICLE 8 - Shoe and Uniform Allowance**

SECTION 1. For Years 1 and 2 of the Contract period, uniform and cleaning allowance will be in accordance with the terms of the prior Contract. Beginning in Year 3 of the Contract shoe and uniform allowance shall be terminated. It is important to note that for the avoidance of doubt and confusion the Commission and Association understand and agree that the Uniform Allowance and Dry Cleaning Allowance based on the other promises and considerations of this agreement have been permanently eliminated.

## **ARTICLE 9 - Mileage and Other Reimbursements**

SECTION 1. MILEAGE. Mileage for Bridge Commission business shall be reimbursed at the maximum nontaxable rate set by Internal Revenue Service regulations and shall be adjusted within thirty (30) days of the date of any change in such rate made by the Internal Revenue Service. Mileage requests must be approved by an authorized signer submitted on the proper form. The Executive Director shall establish a policy for determining Bridge Commission business for mileage purposes.

When an employee is scheduled to work at one Commission facility and reports to work at the Commission facility at which he or she has been scheduled, but is instead directed to report to a different Commission facility, then the employee shall be paid for mileage between the two facilities.

SECTION 2. OTHER REIMBURSEMENTS. Employees required to attend scheduled meetings, training sessions and/or to take physical examinations for

employment purposes on his/her own time, will be paid for the actual time spent at his/her regular hourly rate but not less than two (2) hours plus mileage pursuant to reimbursement rates set by the Internal Revenue Service guidelines.

SECTION 3. When an employee is called in and/or scheduled for work, he/she shall be guaranteed a minimum of four (4) hours straight-time pay.

## **ARTICLE 10 - Union Dues**

SECTION 1. The Commission agrees to deduct from the salaries of employees subject to this Agreement dues for the Association. Such deduction shall be made in compliance with N.J.S.A. 52-14-15-9e as amended.

SECTION 2. A check off shall commence for each employee who signs an authorization card beginning with the first paycheck of the month next following the date of receipt of authorization by the Commission.

SECTION 3. The Association agrees to certify to the Commission, in writing, any change in the rate and terms of deductions of the Association, signed by the Secretary-Treasurer. Such change shall become effective with the first paycheck of the month next following the date of receipt by the Commission.

SECTION 4. The Commission agrees to deduct a fair share fee of 85% of dues ("Fee") and transmit the Fee to the Association from the earnings of employees who (a) either elect not to become a member of the Association or (b) withdraw from the Association.

## **ARTICLE 11 - Grievance Procedure**

SECTION 1. Each employee shall have the right to file a grievance through the Association representative and with the assistance of the Association.

Step 1. A grievance shall first be discussed with the appropriate supervisor at the respective bridges within fifteen (15) days of the occurrence. Every effort shall be made to resolve this problem informally at this level. If required, the supervisor shall make whatever investigation is necessary and shall provide an oral answer to the employee and the Association within two (2) working days after the date of the discussion.

Step 2. If the employee is dissatisfied with this decision, the grievance may be submitted, in writing, to the supervisor or Department Head, within fifteen (15) working days after receipt of the response at Step 1. The grievant shall stipulate the specific nature of the complaint, the result of the previous step and the basis for the dissatisfaction with the first step answer. The management person shall render a decision within fifteen (15) working days after submission of the grievance.

Step 3. If the employee is still not satisfied, he/she may proceed to submit the problem to the Executive Director by sending a copy of the original grievance and the written answer received at Step 2. The Executive Director or his/her designee shall hold a meeting with the employee and his/her representative, and the Executive Director or his/her designee shall render a decision in writing within fifteen (15) working days after the meeting. This shall be the final step of the grievance procedure.

SECTION 2. Employees may be disciplined and/or discharged for just cause.

SECTION 3. Whenever the words "day," "days," or "working days" are used, weekends and holidays are excluded.

## **ARTICLE 12 - Duration**

SECTION 1. This Agreement shall be effective as of October 1, 2014. It shall be binding on the Commission and the Association through September 30, 2018, and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least 120 days prior to the expiration of the term, or any extended term, of this Agreement of a desire to make a change in the Agreement or renegotiate a new contract.

SECTION 2. If either party gives notice to the other pursuant to Section 1 of this Article then, within ten (10) days from the service of said notice, representatives of the Commission and Association shall meet to begin discussions and negotiations.

SECTION 3. Either party to this Agreement may, during the term of this Agreement, request to meet and discuss additions and/or deletions from the Agreement except, however; that neither party is required to agree to any change.

## **ARTICLE 13 - Miscellaneous**

SECTION 1. A copy of this Agreement shall be provided to each member of the unit at the time of its execution and to each new employee covered under the Agreement at the time of said employee's hire.

SECTION 2. Any problems or difficulties as to the application of the terms of this Agreement between the Commission and the Association shall be resolved by a meeting between the parties at which time an effort will be made to resolve any misunderstanding or misinterpretation. Such meeting will take place not more than fifteen (15) days following such a request from either party to the other.

### **SECTION 3. DELANCO OPERATION POSITION**

3.1 The Delanco operator position (hereinafter referred to as "Delanco operator") shall be a bargaining unit position.

3.2 Delanco operators shall be credited for all prior services as a Delanco operator and shall not be treated as a new hire.

3.3 Positions as Delanco operators for the succeeding year and vacant positions as a Delanco operator between April and November, will be posted and available to be filled by existing part-time employees, full time employees, or applicants from outside the Commission. Preference for those positions will be given to existing employees, assuming/so long as that they are deemed to be qualified by the Commission for this work. For purposes of this provision, existing employees incorporates anyone who previously worked as a Delanco operator between April and November of the immediate prior year. Any part-time or full-time employee who becomes a Delanco operator shall cease being employed as a part-time or full-time employee.

3.4 Delanco operators shall work a maximum of six (6) consecutive months, with the schedule determined by the Commission.

3.5 Within seven (7) days of hire and/or re-hire, the Commission shall furnish to the Union a list of to the Union which may include name, address, phone number and email address, if available, of all current Delanco operators with their current hours of work and weekly schedule. Further, the Commission shall furnish authorization cards to these employees to sign. These employees shall have Union dues deducted by the Commission, like all other employees, in accordance with the dues authorization provisions in the Full-Time Toll Takers contract.

## **ARTICLE 14 - Probationary Period**

SECTION 1. A new employee shall be considered a probationary employee during the first six (6) months of his/her employment. Any such probationary employee may be terminated or laid off at any time at the discretion of the Executive Director, or the Executive Director's designee and no appeal or review shall be permitted.

## **ARTICLE 15 - Absence – Death in Family**

SECTION 1. In the event of a death in the immediate family of a regular employee of the Commission, as many as two (2) bereavement days, with pay; non-consecutive bereavement days are permitted so long as the use of the non-consecutive bereavement days are taken within six months of the date of death. Extensions will be considered on an as-needed basis, not to be unreasonably withheld. By immediate family is meant spouse, mother, father, children, step-children, step-parent, siblings, step-sibling, and domestic and civil union partner as defined by New Jersey law.

SECTION 2. Two (2) bereavement days off with pay from time of death to the time of the funeral, will be allowed if the employee is attending the funeral of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, or relative having domiciled in the employee's residence (with proof).

SECTION 3. Probationary Employees are eligible to receive Death in Family benefits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hand and seal.

LOCAL 194A, INTERNATIONAL  
FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS,  
AFL/CIO (PART-TIME TOLL DEPT  
AND DELANCO EMPLOYEES)

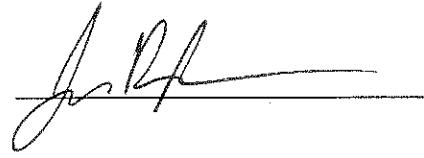
By: 

President

BURLINGTON COUNTY  
BRIDGE COMMISSION

By: 

JOHN COMEGNO  
Chairman

By: 

By: 

KATHLEEN WISEMAN  
Secretary

(Signature Page)